

**BOISE, WEDNESDAY, SEPTEMBER 17, 2008 AT 8:50 A.M.**

**IN THE SUPREME COURT OF THE STATE OF IDAHO**

**IN RE: UNIVERSITY PLACE/IDAHO )  
WATER CENTER PROJECT. )**

**THE UNIVERSITY OF IDAHO )  
FOUNDATION, INC., )**

**Plaintiff-Appellant, )**

**v. )**

**Docket No. 34461**

**CIVIC PARTNERS, INC., CIVIC )  
PARTNERS WEST LLC, CIVIC )  
PARTNERS IDAHO LLC, and CAPITAL )  
CITY DEVELOPMENT )  
CORPORATION, )**

**Defendants-Respondents. )**

Appeal from the District Court of the Fourth Judicial District of the State of Idaho, Ada County. Hon. Daniel C. Hurlbutt, District Judge.

Clements Brown & McNichols, Lewiston, and Skellenger Bender, P.S., Seattle, for Plaintiff-Appellant.

Stoel Rives LLP, Boise, and Perkins Coie LLP, Boise, for Defendants-Respondents.

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This appeal concerns the interpretation of a contract (Reconciliation Agreement) for the purchase and sale of a leasehold in real estate between The University of Idaho Foundation, Inc. (Foundation) and Civic Partners, Inc., Civic Partners West LLC, and Civic Partners Idaho LLC (collectively, Civic Partners).

On appeal, the Foundation challenges the district court's grant of Civic Partners' motion for partial summary judgment on the ground that genuine issues of material fact exist as to whether the Reconciliation Agreement obligated the Foundation to pay Civic Partners an Annual Contribution of \$350,000 for 30 years, or whether the University of Idaho (University) assumed the obligation in its Parking Access Agreement with Capital City Development Corporation (CCDC). The Foundation also appeals the district court's

holding that Civic Partners were “prevailing parties” on partial summary judgment and its award of attorney fees and costs to CCDC.

**BOISE, WEDNESDAY, SEPTEMBER 17, 2008 AT 10:00 A.M.**

**IN THE SUPREME COURT OF THE STATE OF IDAHO**

<b>STAN RAY, an individual; and</b>	)	
<b>REMINGTON REAL ESTATE, INC., an</b>	)	
<b>Idaho corporation,</b>	)	
	)	
<b>Plaintiffs-Respondents,</b>	)	<b>Docket No. 34311</b>
	)	
<b>v.</b>	)	
	)	
<b>DON FRASURE, an individual</b>	)	
	)	
<b>Defendant-Appellant.</b>	)	

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Appeal from the District Court of the Fourth Judicial District of the State of Idaho, Ada County. Honorable Ronald J. Wilper, District Judge.

Angstman, Johnson & Associates, Boise, for appellant.

Meuleman Mollerup, Boise, for respondents.

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This appeal arises from a bench trial concerning a contract for the sale of real property. Appellant Don Frasure appeals the district court's ruling in favor of respondents Stan Ray and Remington Real Estate, Inc. (Respondents), in which the district court held that a physical address sufficiently described the real property for purposes of the statute of frauds and that the parties orally agreed to modify their contract to extend the deadline for closing.

On March 12, 2003, Frasure and Respondents entered into a real estate contract for the sale of a 10-acre parcel of property at a price of \$265,000. The parties agreed to close the sale on or before March 17, 2006. The contract only described the property using a physical address. No legal description was included in the agreement. Prior to the end of business on March 17, 2006, the escrow officer discovered that the entity Respondents were using to purchase the property was not an active entity according to the Idaho Secretary of State, and therefore would not be able to close on the transaction. Respondents discovered that the entity could be reinstated as an entity in good standing with the Idaho Secretary of State by March 21, 2006. Respondents had the escrow officer contact Frasure to inquire whether he would be willing to schedule the closing for March 21, 2006. Through his daughter, Sheila Frasure, Don Frasure agreed to schedule the closing for 11:00 a.m., March 21, 2006. Sheila Frasure, however, denies that she agreed to modify the closing date in her conversation with the escrow officer.

Respondents performed their obligations under the contract on March 21, 2006, and were ready to close the transaction. Frasure, however, did not perform his contractual obligations. That afternoon, Sherry Russell, a real estate agent representing Frasure, informed Respondents that Don Frasure did not intend to perform under the contract and had relisted the property for sale. Frasure eventually accepted an offer to sell the property to a third-party for \$750,000.

Respondents subsequently filed suit with the district court seeking specific performance of the real estate contract. The district court held that Frasure breached his contract with Respondents and ordered specific performance under the original terms of the contract. On appeal, Frasure argues that a physical address does not satisfy the statute of frauds and that the agreement is therefore unenforceable. Frasure also argues that the statute of frauds requires that any modification to a real estate contract be in writing, and alternatively, that the oral modification did not comply with the requisite elements of contract formation.

**BOISE, WEDNESDAY, SEPTEMBER 17, 2008 AT 11:10 A.M.**

**IN THE SUPREME COURT OF THE STATE OF IDAHO**

<b>STATE OF IDAHO,</b>	)	
	)	
<b>Plaintiff-Respondent,</b>	)	
	)	
<b>v.</b>	)	<b>Docket No. 34846</b>
	)	
<b>JOSEPH EVERETT PERRY,</b>	)	
	)	
<b>Defendant-Appellant.</b>	)	

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Appeal from the District Court of the First Judicial District of the State of Idaho,  
Kootenai County. Hon. John P. Luster, District Judge.

Molly J. Huskey, State Appellate Public Defender, Boise, for appellant.

Hon. Lawrence G. Wasden, Attorney General, Boise, for respondent.

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Joseph E. Perry was charged with four counts of lewd and lascivious conduct with a minor under the age of sixteen. It was alleged Perry engaged in inappropriate conduct with his daughters, T.P. (age 11) and H.P. (age 13), during overnight visits at his home. The jury convicted Perry of two counts of sexual battery with a minor child for acts against T.P. and two counts of misdemeanor battery for acts against H.P. Perry appealed and the Idaho Court of Appeals affirmed his conviction.

This Court granted Perry's petition for review. On appeal, Perry argues that the district court erred in excluding evidence of T.P.'s prior false allegation of a sex crime against H.P., which defense counsel sought to use to impeach T.P.'s accusations against Perry and to impeach the foster mother's testimony that neither of the girls had ever lied about anything of significance. In addition, Perry contends that the Idaho Court of Appeals erred in failing to find that certain prosecutorial errors were fundamental and failing to evaluate all incidents of misconduct under its harmless error analysis. Finally, Perry asserts that the accumulation of errors that occurred during trial in the aggregate was sufficient to warrant a new trial.